

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RAUL SIQUEIROS, et al.,
Plaintiffs,
v.
GENERAL MOTORS LLC,
Defendant.

Case No. [16-cv-07244-EMC](#)

ORDER RE FINAL VERDICT FORM

The Court's final verdict form is below.

IT IS SO ORDERED.

Dated: October 2, 2022



EDWARD M. CHEN
United States District Judge

**BREACH OF IMPLIED WARRANTY UNDER CALIFORNIA SONG-BEVERLY
CONSUMER WARRANTY ACT**

1. Do you find, by a preponderance of the evidence, that Plaintiffs have proven all elements of this claim for Plaintiff Tarvin and all other California class members?

_____ YES

_____ NO

If you answered “yes” to Question #1, answer Questions #2 and #3 below. If you answered “no” to Question 1, skip Questions #2 and #3, and proceed to Question #4, below.

2. Do you find, by a preponderance of the evidence, that Plaintiffs have proven that the statute of limitations is to be tolled for all California class members who purchased or leased a Class Vehicle before December 19, 2012?

_____ YES

_____ NO

3. What amount of damages do you find (if any), by a preponderance of the evidence, to be the economic damages of each member of the California class, including Plaintiff Tarvin, for breach of implied warranty under the Song-Beverly Warranty Act? Any damages should be awarded on a per vehicle basis.

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**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
UNDER NORTH CAROLINA LAW**

4. Do you find, by a preponderance of the evidence, that Plaintiffs have proven all elements of this claim for Plaintiff Davis and all other North Carolina class members?

_____ YES

_____ NO

If you answered “yes” to Question #4, answer Questions #5 and #6 below. If you answered “no” to Question #4, skip Questions #5 and #6, and proceed to Question #7, below.

5. Do you find, by a preponderance of the evidence, that Plaintiffs have proven that the statute of limitations is to be tolled for all North Carolina class members who purchased or leased a Class Vehicle before December 19, 2012?

_____ YES

_____ NO

6. What amount of damages do you find (if any), by a preponderance of the evidence, to be the economic damages of each member of the North Carolina class, including Plaintiff Davis, for breach of implied warranty under North Carolina law? Any damages should be awarded on a per vehicle basis.

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VIOLATION OF THE IDAHO CONSUMER PROTECTION ACT

7. Do you find, by a preponderance of the evidence, that Plaintiffs have proven all elements of this claim for Plaintiff Del Valle and all other Idaho class members?

_____ YES

_____ NO

If you answered “yes” to Question #7, answer Questions #8 and #9 below. If you answered “no” to Question #7, there are no further questions.

8. For any Idaho class member who purchased or leased a Class Vehicle before December 19, 2014, do you find, by a preponderance of the evidence, that Plaintiffs have proven that Plaintiff Del Valle and all other Idaho class members did not know, and through the exercise of reasonable diligence could not have known, that their claim might exist before December 19, 2014?

_____ YES

_____ NO

9. What amount of damages do you find (if any), by a preponderance of the evidence, to be the economic damages of each member of the Idaho class, including Plaintiff Del Valle, for violation of the Idaho Consumer Protection Act?

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DATED: _____, 2022

FOREPERSON